This Document Prepared By:
TRACY WELLS
WELLS FARGO BANK, N.A
3476 STATEVIEW BLVD, M.AC# X7801-03K
FORT MILL, SC 29715

RE: GONZALEZ - PR DOCS

Tax/Parcel No. 16-28-407-007-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$54,131.00 Unpaid Principal Amount: \$51,061.73 New Principal Amount \$54,003.71 New Money (Cap): \$2,941.98

I HA/VA Loan No.: Loan No.: Loan No.: (scan barcode)

LOAN MODIFICATION AGREEMENT (MORTGACF)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 4TH day of FEBRUARY, 2015, between LEOBIGILDO GONZALEZ AND ALEYDA YADIRA SANTOS HERNANDEZ ("Borrower"), whose address is 5019 W OGDEN AVE, CICERO, ILLINOIS 60804 and WELLS FARGO BANK, N.A. ("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JANUARY 4, 2011 and recorded on FEBRUARY 4, 2011 in INSTRUMENT NO. 1103535000, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$54,131.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property." located at 5019 W OGDEN AVE, CICERO, ILLINOIS 60804

Wells Fargo Custom Loan Mod 01152015 77

First American Mortgage Services

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the real property described is located in COOK COUNTY, ILLINOIS and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. Bornower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement word.
- 2. As of, MARCH 1, 2915 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") & U.S. \$54,003.71, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$2,941.98 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
- 3. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.7500%, from MARCH 1, 2015. The Borrower promises to make monthly per ments of principal and interest of U.S. \$250.10, beginning on the 1ST day of APRIL, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MARCH 1, 2045 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a nate rai person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.
 - If the Lender exercises this option, the Lender shall give the Borrow(r notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is relivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 5. The Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement.
- 6. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. I above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that

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contains any such terms and provisions as those referred to in (a) above.

- 7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 8. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- 9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazaro disclosure



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In Witness Whereof, I have executed this Agreement.	
Borrower: LEOBIGILDO GONZALEZ	<u> 2 - 25 - 15</u> Date
Aleyda (a) i va Sontas her nandez Borrower: ALEYDA YADIRA SANTOS HERNANDEZ	2-25 - 15 Date
Borre we:	Date
Borrower: [Space Below This Line for Acknowledgments]	Date
State of Tilinois BORROWER ACKNOWLEDGMENT	
County of	
(date) by LEOBIGILDO GONZALEZ, ALEYDATADIRA SANTOS HERNANI	DEZ (name/s of person/s
acknowledged).	
Maur Spallel Mart	
Notary Public (Seal) Print Name: Maria Isaba Marinez My commission expires: 12-6-16	
My commission expires: 12-0-14	2
	Office.
OFFICIAL SEAL MARIA ISABEL MARTINEZ Notary Public - State of Illinois My Commission Expires Dec 6, 2016	Office

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In Witness Whereof, the Lender have executed this Agreement. WELLS FARGO BANK, N.A. <u>Lemane Workineh Gutema</u> Vice President Loan Documentation (print name) (title) [Space Below This Line for Acknowledgments] LENDER ACKNOWLEDGMENT COUNTY OF DAKOTA STATE OF 5-8-2015 instrument was acknowledged before me this by Lemane 110 Kinel buten the Vice President Lor n Documentation WELLS of **FARGO** BANK, N.A., Vice President Loan Downentation on behalf of said company. Clark's Office **Timothy Lee Gleason** Printed Name: 1-31-2019 My commission expires: THIS DOCUMENT WAS PREPARED BY: TRACY WELLS WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K FORT MILL, SC 29715

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EXHIBIT A

BORROWER(S): LEOBIGILDO GONZALEZ AND ALEYDA YADIRA SANTOS HERNANDEZ

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 9 PI CREIGHTON'S RESUBDIVISION OF LOTS 1, 2, 3, 12 AND 13 IN BLOCK 9 IN HAWTHORNE, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 28 AND THE NORTH 1/2 OF THE INORTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TOGETHER WITH ALL RIGHT, TITLE AND IN CEREST, IF ANY, AND TO ANY STREETS AND ROADS ABUTTING THE ABOVEDESCRIBED PREMISES TO THE CENTERLINES THEREOF. TOGETHER WITH THE APPURTENANCES.

ALSO KNOWN AS: 5019 W C GDEN AVE, CICERO, ILLINOIS 60804

WHEN RECORDED, RETURN TO: FIRST AMERICAN TITLE INSURANCE CO. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING IL

C/o/t/s Office

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Date: FEBRUARY 4, 2015 Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Bottower: LEOBIGILDO GONZALEZ, ALEYDA YADIRA SANTOS HERNANDEZ

Property Address: 5019 W OGDEN AVE, CICERO, ILLINOIS 60804

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPS CANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO USAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loa Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or document), pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of more, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

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Borrowet	Date
LEOBIGILDO GONZALEZ	2-25-6
Aleyda Yavira Santas He-	snandel
DOTTOTIES	Date
ALEYDA YADIRA SANTOS HERNANDEZ	4
Borrower	Date
7	Date
Borrower	Date
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Borrower	Date
Romawer	Date